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**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NORTHERN CALIFORNIA
OAKLAND DIVISION**

IN RE: LENOVO ADWARE LITIGATION	CASE NO. 15-md-02624-HSG
This Document Relates to All Cases	PROPOSED FINAL JUDGMENT

1 This matter came before the Court for hearing pursuant to the Order Preliminarily Approving
 2 Class Action Settlement and Providing for Notice, dated November 21, 2018 (“Preliminary Approval
 3 Order”), on the motion of Plaintiffs for approval of proposed class action settlements (collectively,
 4 the “Settlement”) with Defendants Lenovo (United States) Inc. (“Lenovo”) and Superfish Inc.
 5 (“Superfish”). Due and adequate notice having been given of the Settlement as required by the
 6 Preliminary Approval Order, the Court having considered all papers filed and proceedings conducted
 7 herein, and good cause appearing therefor, it is hereby ORDERED, ADJUDGED and DECREED as
 8 follows:

9 1. This Final Judgment incorporates by reference the definitions in the Settlement
 10 Agreement with Lenovo dated July 11, 2018 (the “Agreement”), and all defined terms used herein
 11 have the same meanings ascribed to them in the Agreement.

12 2. This Final Judgment also incorporates by reference the April 24, 2019 Order Granting
 13 Motion for Final Approval of Class Action Settlement and Motion for Attorneys’ Fees, Expenses,
 14 and Service Awards, Dkt. No. 258 (“Final Approval Order”).

15 3. This Court has jurisdiction over the subject matter of the Litigation and over all Parties
 16 thereto.

17 4. The Court reaffirms its findings, rendered in the Preliminary Approval Order, that for
 18 purposes of the Settlement, all prerequisites for maintenance of a class action set forth in Federal
 19 Rules of Civil Procedure 23(a) and (b)(3) are satisfied. The Court hereby makes final its
 20 appointments of Class Counsel and Class Representatives and its preliminary certification of the
 21 Settlement Class, defined as: All Persons who purchased one or more of the following computers, not
 22 for resale, within the United States between September 1, 2014 and February 28, 2015:

- 23 • G Series: G410, G510, G710, G40-70, G50-70, G40-30, G50-30, G50-45
- 24 • U Series: U430P, U430Touch, U530Touch
- 25 • Y Series: Y40-70, Y50-70
- 26 • Z Series: Z50-75, Z40-70, Z50-70
- Flex Series: Flex2 14D, Flex2 15D, Flex2 14, Flex2 15, Flex2 15(BTM), Flex 10
- MIIX Series: MIIX2-10, MIIX2-11
- YOGA Series: YOGA2Pro-13, YOGA2-13, YOGA2-11BTM, YOGA2-11HSW

27 Excluded from this Class are Defendants, the officers, directors, and affiliates of Defendants at all
 28 relevant times, members of their immediate families and their legal representatives, heirs, successors,

1 or assigns, and any entity in which Defendants have or had a controlling interest.

2 4. The Court reaffirms its grant of final approval of the Settlement, rendered in the Final
3 Approval Order, and finds that it is, in all respects, fair, reasonable, and adequate and in the best
4 interests of the Settlement Class.

5 5. The Court reaffirms its finding, rendered in the Final Approval Order, that notice of
6 this Settlement was given to Class Members in accordance with the Preliminary Approval Order and
7 constituted the best notice practicable of the proceedings and matters set forth therein, including the
8 Settlement, to all Persons entitled to such notice, and that this notice satisfied the requirements of
9 Federal Rule of Civil Procedure 23 and of due process.

10 6. The Court directs the Parties and the Claims Administrator to implement the
11 Settlement according to its terms and conditions, including the Plan of Allocation.

12 7. Upon the Effective Date, Plaintiffs and all Settlement Class Members shall be deemed
13 to have, and by operation of this Judgment shall have, fully, finally, and forever released,
14 relinquished, and discharged the Released Parties from all Released Claims.

15 8. The Persons identified in Exhibit 1 hereto requested exclusion from the Settlement
16 Class as of the Opt-Out Deadline. These Persons shall not share in the benefits of the Settlement, and
17 this Final Judgment does not affect their legal rights to pursue any claims they may have against
18 Lenovo or Superfish. All other members of the Class are hereinafter barred and permanently enjoined
19 from prosecuting any Released Claims against Lenovo or Superfish in any court, administrative
20 agency, arbitral forum, or other tribunal.

21 9. Neither Class Counsel's motion for attorneys' fees, reimbursement of litigation
22 expenses, and service awards for Plaintiffs, nor any order entered by this Court thereon, shall in any
23 way disturb or affect this Judgment, and all such matters shall be considered separate from this
24 Judgment.

25 10. Neither the Settlement, nor any act performed or document executed pursuant to or in
26 furtherance of the Settlement or its associated agreements, is or may be deemed to be or may be used
27 as an admission of, or evidence of, (a) the validity of any Released Claim, (b) any wrongdoing or
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1 liability of Lenovo or Superfish, or (c) any fault or omission of Lenovo or Superfish in any
2 proceeding in any court, administrative agency, arbitral forum, or other tribunal.

3 11. Without affecting the finality of this Judgment, this Court reserves exclusive
4 jurisdiction over all matters related to administration, consummation, enforcement, and interpretation
5 of the Settlement, its associated agreements, and this Final Judgment, including (a) distribution or
6 disposition of the Settlement Fund; (b) further proceedings, if necessary, on the motion for attorneys'
7 fees, reimbursement of litigation expenses, and service awards for Plaintiffs; and (c) the Settling
8 Parties for the purpose of construing, enforcing, and administering the Settlement and its associated
9 agreements. If Lenovo and/or Superfish fail(s) to fulfill its or their obligations under the Settlement
10 and its associated agreement(s), the Court retains authority to vacate the provisions of this Judgment
11 releasing, relinquishing, and discharging, and barring and enjoining the prosecution of, the Released
12 Claims against the Released Parties, and to reinstate the Released Claims against the Released
13 Parties.

14 12. If the Settlement does not become effective under the terms of the Agreements, then
15 this Judgment shall be rendered null and void to the extent provided by and in accordance with the
16 Agreements and shall be vacated and, in such event, all orders entered and releases delivered in
17 connection herewith shall be null and void to the extent provided by and in accordance with the
18 Agreements.

19 13. The Action is hereby dismissed, with prejudice.

20 **IT IS SO ORDERED.**

21
22 DATED: 5/6/2019



HONORABLE HAYWOOD S. GILLIAM, JR.
UNITED STATES DISTRICT JUDGE

EXHIBIT 1

EXCLUSION REQUESTS

NUMBER	SIGNATURE
1	ALICE COOKSEY
2	ANA DS
3	ANDREA M BAILIE
4	ASHLEY MATTALIANO
5	BARBARA TERRELL POA FOR CAROL KLINE
6	BHARATH KV
7	CARLOS PRADO
8	CHARLENE GODINEZ
9	DALE ODERMAN
10	DANNY L MARTIN
11	DENISE REINHOLTZ
12	EDWINA GERENA
13	ELMER E BUSTILLO
14	EMMA HOBDEN
15	ERIC WOLD
16	GREGORY KNIPP
17	ISIS WOZNIAC
18	JERRY LABERGE
19	JOSIP FLEISCHER
20	JULIE ANDERSON
21	KATHERINE MURPHY
22	KIRSTEN DOMINGUEZ
23	LINDA MAITA
24	MARIA KRITIKOS
25	MARILYN ANNETTE COLE
26	MARVIN MEYER
27	MARY PHILLIPS
28	MATT DUDEK
29	MEGAN CAREY
30	MUNTAKIM M CHOUDHURY
31	NICHOLAS G WIMME
32	PATRICIA ALBRECHT
33	PAUL HNIZDIL
34	RACHEL MOELLER
35	RANDALL J. VERLIN
36	ROBERT JOSEPH MONTEAGUDO
37	RONALD HOLCOMB
38	RUPA KOKILAM LOGANATHAN
39	SHARON HARRIGAN
40	SHELDON LITWILLER
41	TESSA PELTIER
42	TIA COLLINGS
43	VANESSA CARDONA

EXCLUSION REQUESTS

NUMBER	SIGNATURE
44	ALEXEY STEPKIN
45	ART KIDWELL
46	ARYA JAVIDI
47	ASIM THAKORE
48	CRISTIAN GARBOAN
49	DANIEL SORIANO
50	DEREK GAGNON
51	ELIZABETH URBANUCCI
52	GIOVANNI PELUYERA
53	GRICELDA MORENO
54	JAIREN PROPST
55	JAMES KIM
56	JASMIN CORNEJO
57	JOAN HARBESON
58	JUSTIN MEDEIROS
59	KATIE MARTIN
60	LARRY MILLER
61	LAURA LEE
62	MARYAM GIV
63	MICHAEL TOLEDO
64	MOAZZAM BUTT
65	NICOLE S. FLORES PABÓN
66	PATRICK MORSCHES
67	RAM ANIRUDH KUCHIBHOTLA
68	ROBERT O'DONNELL
69	SANJAY KOTHARI
70	SONIA MALEK
71	TAMMY HALE
72	THOMAS HERNANDEZ
73	TOM JING
74	TYLER FRANCE
75	VITALIUS BRAND
76	WILLIAM VINCENT
77	ZACH BARTSCH